

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM: Monroe D. Kiar, Town Attorney
954-584-9770

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF DAVIE AND MONROE D. KIAR TO PERFORM THE DUTIES OF THE TOWN ATTORNEY, REVISING RESOLUTION NO. R-2000-214 AND RESOLUTION R-2003-58, TO THE EXTENT OF SUCH CHANGES, CONTAINING AN EFFECTIVE DATE.

REPORT IN BRIEF: The Town of Davie initially employed Monroe D. Kiar as Interim Town Attorney in April, 2000. Thereafter, the Town of Davie employed the services of Monroe D. Kiar as permanent Town Attorney on September 6, 2000. On September 6, 2000, the Town Council and Monroe D. Kiar entered into an Engagement Letter agreement. Thereafter, pursuant to Resolution R-2003-58, the Town Council and Monroe D. Kiar entered into an Amended Engagement Letter agreement dated March 5, 2003. It is the desire of the Town Council and of Monroe D. Kiar to revise the Amended Engagement Letter agreement of March 5, 2003 to establish distinct conditions of employment appropriate to the Town Attorney.

PREVIOUS ACTIONS: Resolution R-2000-214 engaging the services of Monroe D. Kiar at permanent attorney; Resolution R-2003-58 amending the agreement for legal services between the Town of Davie and Monroe D. Kiar.

CONCURRENCES: N/A

FISCAL IMPACT:

RECOMMENDATION(S): Motion to approve the Resolution

ATTACHMENTS: Resolution, revised Engagement Letter, R-2000-214, R-203-58

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF DAVIE AND MONROE D. KIAR TO PERFORM THE DUTIES OF THE TOWN ATTORNEY, REVISING RESOLUTION NO. R-2000-214 AND RESOLUTION R-2003-58, TO THE EXTENT OF SUCH CHANGES, CONTAINING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie initially retained the services of Monroe D. Kiar as Interim Town Attorney in April, 2000 and thereafter, as permanent Town Attorney pursuant to an Engagement Letter in Resolution R-2000-214 dated September 6, 2000, and subsequently, amended said agreement pursuant to R-2003-58; and

WHEREAS, the Town Council desires to update the provisions of the legal services Engagement Letter with Monroe D. Kiar; and

WHEREAS, the Town Council is satisfied with the legal services provided by Monroe D. Kiar and his law office regarding the position of Town Attorney.

WHEREAS, the Town Council desires to continue to engage the services of Monroe D. Kiar as Town Attorney in accordance with the provisions of the attached Amended Engagement Letter agreement.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Davie, Florida,

SECTION 1. The Town Council hereby authorizes the Mayor to execute an Amended Engagement Letter with Monroe D. Kiar for his services as Town Attorney, attached hereto as Exhibit "A".

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2004

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2004

**AMENDED TOWN OF DAVIE ENGAGEMENT
LETTER WITH ATTORNEY MONROE D. KIAR**

This Agreement is entered into this ____ day of _____, 2004, by and between the **TOWN OF DAVIE, a Florida Municipal Corporation**, and **MONROE D. KIAR, ESQUIRE as a member of the LAW OFFICES OF MONROE D. KIAR AND ASSOCIATES**, and both parties agree to the following:

WHEREAS, the Town of Davie retained the services of Monroe D. Kiar to provide legal services to the Town on September 6, 2000, and thereafter, entered into an Amended Town of Davie Engagement Letter with Attorney Monroe D. Kiar on March 5, 2003, pursuant to Resolution R-2003-58; and

WHEREAS, the Amended Town of Davie Engagement Letter of March 5, 2003, sets the compensation to be paid to Monroe D. Kiar, Esquire for legal services for himself and attorneys working at his direction to be at a rate based upon \$140.00 per hour and that said hourly rate would be reviewed annually with the first review in August, 2004, but no such review has taken place; and

WHEREAS, the Town Council wishes to update this contract to establish a new rate of compensation for Monroe D. Kiar, Esquire, as Town Attorney; and

WHEREAS, the Town of Davie and Monroe D. Kiar, Esquire also wish to modify the severance and termination notice set forth in Article 9 of the Amended Town of Davie Engagement Letter of March 5, 2003;

NOW, THEREFORE, be it agreed by and between the Town of Davie and Attorney Monroe D. Kiar as follows:

Section 1. The Town of Davie is a municipal corporation established under Chapter 61-2056, and the Town Attorney's position is a position established by the Town of Davie enabling legislation and the Town Charter, and the rights and obligations of both are governed by Chapter 61-2056.

Section 2. The Davie Town Council desires that Monroe D. Kiar, Esquire continue to serve as the Town Attorney and Monroe D. Kiar, Esquire desires to continue to serve in the capacity of Town Attorney.

Section 3. Monroe D. Kiar Esquire shall perform the duties of the Town Attorney as prescribed by the Davie Town Charter as it presently exists and as may be amended from time to time. The Town Charter presently states

"The Town Attorney. The Town Attorney shall be a practicing attorney and a member of the Florida Bar. The Town Attorney shall be retained by the Town Council and shall act as a legal advisor to and counselor for the Town and all of its officers in matters relating to their official duties; provide written legal opinions on official matters when requested to do so by Councilmembers and/or Town Administrator; draft or review for legal correctness ordinances, contracts, franchises and other instruments; perform such other professional duties as may be assigned to him by the Council and/or Town Administrator. For his services, the Town Attorney shall be compensated by a retainer set by the Council."

Section 4. The compensation to be paid to Monroe D. Kiar, Esquire for legal services for himself and attorneys working at his direction shall be at a rate based upon \$150.00 per hour (such rate shall be inclusive of non-attorney support staff, such as secretarial staff). This hourly rate applies to all legal work, including review of agendas, attendance at all Council Meetings and all required board and staff meetings, litigation, attendance before any administrative bodies, municipal prosecutions, etc. This hourly rate shall be reviewed annually with the first review in August, 2005. Billings shall be in 1/10 hour increments. The hourly rate shall include time spent for conferences, on the telephone, drafting documents, in negotiation, in legal research, court time and for travel to and from locations away from Monroe D. Kiar's office. Additionally, Monroe D. Kiar shall be reimbursed for various and sundry costs and expenses, which costs and expenses shall be, including, but not limited to, long distance telephone calls, photocopies, out-of-town (out-of-Broward County) travel expenses (if applicable), deposition expenses (including costs of transcript and court reporters fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), accounting and appraisal fees and fees and expenses of other experts which are deemed necessary by the Town Attorney (approval will be

obtained from the Town Council before retaining an expert). Additionally, in the event that expenses are incurred for pro rata computer time charges for utilization of West Law, a computer accessible legal data base research tool, to the extent that it is not provided by the Town to the Town Attorney.

Section 5. Monroe D. Kiar, Esquire will submit monthly invoices to the Town of Davie. Payment of the invoices will be made within thirty (30) days of submission. Each charge shall be shown on the statement, whether fees or costs. If there are any disputes or questions regarding the amount of the statement, the Town should contact Monroe D. Kiar for clarification within the first fifteen (15) days from the date that the invoice is sent.

Section 6. The employment of the Town Attorney shall be without definite term and shall continue until terminated as provided herein.

Section 7. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Town Attorney subject only to the provisions set forth in Section 9 of this Agreement.

Section 8. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Monroe D. Kiar to resign at any time from the position with Davie subject only to the provisions set forth in Section 10 of this Agreement.

Section 9. The Town of Davie may terminate this contract by an affirmative vote of the Davie Town Council. The Town of Davie shall give Monroe D. Kiar one hundred eighty (180) days written notice of termination of this agreement. Monroe D. Kiar, Esquire and the Law Offices of Monroe D. Kiar and Associates will receive compensation during said one hundred eighty (180) day period in the minimum amount of at least one-twelfth (1/12) of the previous year's total billings per month, for said one hundred eighty (180) day period.

Section 10. This agreement may be terminated by Monroe D. Kiar upon sixty (60) days written notice to the Town of Davie.

TOWN OF DAVIE, FLORIDA

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

ACCEPTED:

MONROE D. KIAR, ESQUIRE

RESOLUTION NO. R-2000-214

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT LETTER WITH MONROE D. KIAR TO PERFORM THE DUTIES OF THE TOWN ATTORNEY.

WHEREAS, the Town Council desires to engage the services of Monroe D. Kiar as Town Attorney; and


WHEREAS, it is in the best interest of both parties to execute an engagement letter for those services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA

SECTION 1. The Town Council hereby authorizes the Mayor to execute an engagement letter with Monroe D. Kiar for his services as Town Attorney, attached hereto as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 16th DAY OF September, 2000



MAYOR/COUNCILMEMBER

Attest:

Barbara McDaniel
reading TOWN CLERK

APPROVED THIS 16th DAY OF September, 2000

Town of Davie Engagement Letter with
Attorney Monroe D. Kiar

The Town of Davie and attorney Monroe D. Kiar agree to the following:

1. The Davie Town Council desires that Monroe D. Kiar, Esquire, be the Town Attorney. And, Monroe D. Kiar, Esquire, desires to be the Town Attorney.
2. Monroe D. Kiar, Esquire, shall perform the duties of the Town Attorney as prescribed by the Davie Charter as it presently exists and as may be amended from time to time. The Town Charter presently states:

The Town Attorney. The town attorney shall be a practicing attorney and a member of the Florida Bar. The town attorney shall be retained by the town council and shall act as the legal advisor to and counsellor for the town and all of its officers in matters relating to their official duties; provide written legal opinions on official matters when requested to do so by council members and/or town administrator; draft or review for legal correctness ordinances, contracts, franchises and other instruments; perform such other professional duties as may be assigned to him by the council and/or town administrator. For his services, the town attorney shall be compensated by a retainer set by the council.

3. The compensation to Monroe D. Kiar, Esquire, for legal services for himself and attorneys working at his direction (such as A. Thomas Connick, Esquire) shall be at a rate based upon one hundred and twenty-five dollars per hour (such rate shall be inclusive of non-attorney support staff, such as secretarial staff). This hourly rate applies to all legal work, including review of agendas, attendance at all Council meeting and all required Board and Staff meetings. This hourly rate shall be reviewed annually, with the first review in August 2001. Billing shall be in 1/10 hour increments. The hourly rate shall include time spent for conferences, on the telephone, drafting documents, in negotiation, in legal research, court time and for travel to and from locations away from Monroe D. Kiar's office. Additionally, Monroe D. Kiar shall be reimbursed for various and sundry costs and expenses, which costs and expenses shall be, including, but not limited to, long distance telephone calls, photocopies, out-of-town (out-of-Broward County) travel expenses (if applicable), deposition expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), accounting and appraisal fees and fees and expenses of other

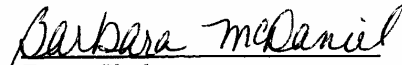
experts which I deem are necessary (approval will be obtained from the Town Council before retaining an expert). Additionally, in the event that expenses are incurred for pro rata computer-time charges for utilization of Westlaw, a computer accessible legal data base research tool, to the extent that it is not provided by the Town to the Town Attorney.

4. Monroe D. Kiar, Esquire will submit monthly invoices to the Town of Davie. Payment of the invoices will be made within thirty days of submission.. Each charge shall be shown on the statement, whether fees or costs. If there are any disputes or questions regarding the amount of the statement, the Town should contact Monroe D. Kiar for clarification within the first 15 days from the date that an invoice is sent.
5. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party.


TOWN OF DAVIE, FLORIDA


MAYOR/COUNCILMEMBER

ATTEST:


Town Clerk

ACCEPTED:


Monroe D. Kiar, Esquire

RESOLUTION R-2003- 58

RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF DAVIE AND MONROE D. KIAR TO PERFORM THE DUTIES OF THE TOWN ATTORNEY, REVISING RESOLUTION NO. R-2000-214, TO THE EXTENT OF SUCH CHANGES, CONTAINING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie initially retained the services of Monroe D. Kiar as Interim Town Attorney in April, 2000 and thereafter, as permanent Town Attorney pursuant to an Engagement Letter in Resolution R-2000-214 dated September 6, 2000, copies of which are attached to the Amended Engagement Letter.

WHEREAS, the Town Council desires to update the provisions of the legal services Engagement Letter with Monroe D. Kiar; and

WHEREAS, revisions to the previous Engagement Letter are in keeping with similar provisions afforded to city attorneys elsewhere.

WHEREAS, the Town Council is satisfied with the legal services provided by Monroe D. Kiar and his law office regarding the position of Town Attorney.

WHEREAS, the Town Council desires to continue to engage the services of Monroe D. Kiar as Town Attorney in accordance with the provisions of the attached Amended Engagement Letter agreement.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Davie, Florida,

SECTION 1. The Town Council hereby authorizes the Mayor to execute an Amended Engagement Letter with Monroe D. Kiar for his services as Town Attorney, attached hereto as Exhibit "A".

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 5th DAY OF March, 2003.


MAYOR/COUNCILMEMBER

Attest:


TOWN CLERK

APPROVED THIS 5th DAY OF March, 2003.

**AMENDED TOWN OF DAVIE ENGAGEMENT
LETTER WITH ATTORNEY MONROE D. KIAR**

This Agreement is entered into this 5 day of MARCH, 2003, by and between the **TOWN OF DAVIE, a Florida Municipal Corporation**, and **MONROE D. KIAR, ESQUIRE** and the **LAW OFFICES OF MONROE D. KIAR**, and both parties agree to the following:

WHEREAS, the Town of Davie retained the services of Monroe D. Kiar to provide legal services to the Town on September 6, 2000, as reflected by the attached Resolution R-2000-214, and Town of Davie Engagement Letter with Monroe D. Kiar, collectively referred to as Exhibit "A"; and

WHEREAS, the Engagement Letter of September 6, 2000 sets the compensation to be paid to Monroe D. Kiar, Esquire for legal services for himself and attorneys working at his direction to be at a rate based upon \$125.00 per hour and that said hourly rate would be reviewed annually with the first review in August, 2001, but no such review has taken place; and

WHEREAS, the Town Council wishes to update this contract to establish a new rate of compensation for Monroe D. Kiar, Esquire, as Town Attorney; and

WHEREAS, the Town of Davie and Monroe D. Kiar, Esquire also wish to modify the severance and termination notice set forth in Article 5 of the Engagement Letter of September 6, 2000;

NOW, THEREFORE, be it agreed by and between the Town of Davie and Attorney Monroe D. Kiar as follows:

Section 1. The Town of Davie is a municipal corporation established under Chapter 61-2056, and the Town Attorney's position is a position established by the Town of Davie enabling legislation and the Town Charter, and the rights and obligations of both are governed by Chapter 61-2056.

Section 2. The Davie Town Council desires that Monroe D. Kiar, Esquire continue to serve as the Town Attorney and Monroe D. Kiar, Esquire desires to continue to serve in the capacity of Town Attorney.

Section 3. Monroe D. Kiar Esquire shall perform the duties of the Town Attorney as prescribed by the Davie Town Charter as it presently exists and as may be amended from time to time. The Town Charter presently states

"The Town Attorney. The Town Attorney shall be a practicing attorney and a member of the Florida Bar. The Town Attorney shall be retained by the Town Council and shall act as a legal advisor to and counselor for the Town and all of its officers in matters relating to their official duties; provide written legal opinions on official matters when requested to do so by Councilmembers and/or Town

Administrator; draft or review for legal correctness ordinances, contracts, franchises and other instruments; perform such other professional duties as may be assigned to him by the Council and/or Town Administrator. For his services, the Town Attorney shall be compensated by a retainer set by the Council.”

Section 4. The compensation to be paid to Monroe D. Kiar, Esquire for legal services for himself and attorneys working at his direction shall be at a rate based upon \$140.00 per hour (such rate shall be inclusive of non-attorney support staff, such as secretarial staff). This hourly rate applies to all legal work, including review of agendas, attendance at all Council Meetings and all required board and staff meetings. This hourly rate shall be reviewed annually with the first review in August, 2004. Billings shall be in 1/10 hour increments. The hourly rate shall include time spent for conferences, on the telephone, drafting documents, in negotiation, in legal research, court time and for travel to and from locations away from Monroe D. Kiar’s office. Additionally, Monroe D. Kiar shall be reimbursed for various and sundry costs and expenses, which costs and expenses shall be, including, but not limited to, long distance telephone calls, photocopies, out-of-town (out-of-Broward County) travel expenses (if applicable), deposition expenses (including costs of transcript and court reporters fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), accounting and appraisal fees and fees and expenses of other experts which are deemed necessary by the Town Attorney (approval will be obtained from the Town Council before retaining an expert). Additionally, in the event that expenses are incurred for pro rata computer time charges for utilization of West Law, a computer accessible legal data base research tool, to the extent that it is not provided by the Town to the Town Attorney.

Section 5. Monroe D. Kiar, Esquire will submit monthly invoices to the Town of Davie. Payment of the invoices will be made within thirty (30) days of submission. Each charge shall be shown on the statement, whether fees or costs. If there are any disputes or questions regarding the amount of the statement, the Town should contact Monroe D. Kiar for clarification within the first fifteen (15) days from the date that the invoice is sent.

Section 6. The employment of the Town Attorney shall be without definite term and shall continue until terminated as provided herein.

Section 7. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Town Attorney subject only to the provisions set forth in Section 9 of this Agreement.

Section 8. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Monroe D. Kiar to resign at any time from the position with Davie subject only to the provisions set forth in Section 10 of this Agreement.

Section 9. The Town of Davie may terminate this contract by an affirmative vote of the Davie Town Council. The Town of Davie shall give Monroe D. Kiar sixty (60) days written notice of termination of this agreement. Monroe D. Kiar will receive compensation during said sixty (60)

day period in the minimum amount of at least one-twelfth (1/12) of the previous year's total billings per month, for said sixty (60) day period.

Section 10. This agreement may be terminated by Monroe D. Kiar upon sixty (60) days written notice to the Town of Davie.

TOWN OF DAVIE, FLORIDA



MAYOR/COUNCILMEMBER

ATTEST:



TOWN CLERK

ACCEPTED:



MONROE D. KIAR, ESQUIRE